

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			11. CONTRACT ID CODE J	PAGE OF PAGES 1 02
2. AMENDMENT/MODIFICATION NO. P00001	13. EFFECTIVE DATE 97MAY01	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
ISSUED BY J20 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX		7. ADMINISTERED BY (If other than Item 6)	CODE	
CODE 76311-2739				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934				9B. DATED (See item 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
			X	F4161297C0006
				10B. DATED (See item 13)
				97FEB25
CODE			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
73400 307 6444 A11320 03 59232 526400 AFO ID 875				
NET INC 2001.55				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.				
(X) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).				
X C. This supplemental agreement is entered in pursuant to authority of: CONTRACT CLAUSE I-546, FAR 52.243-1, CHANGES-FIXED PRICE				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor is not, is required to sign this document and return ALL copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
POC: STORY, SHIRLEY L. PHONE: 81/6765187				
SEE SCHEDULE				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
LEONARD G. STRICKLAND VICE President		CHRISTI L. GUESS		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
Leonard G. Strickland	MAY 14, 97	BY [Signature]	97MAY14	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

- a. The purpose of this modification is to include additional funds on line item 0001 for posting and distributing NOTAM summaries and updates to the 80th FTW via fax in accordance with changes to paragraphs 5.5.5 and 5.5.6 of the PWS for a period of 1 May 97 through 30 Sep 97 and to make changes to the PWS to correct administrative errors.
- b. Part I, Schedule B, Revised Page 2 of 41 dated 29 Jan 97 is deleted in its entirety and the attached revised replacement page 2 of 41 is substituted in lieu thereof. This page consists of the following changes:

Line Item 0001 is changed from \$20,300.16 to read \$20,716.47 per month for the remaining 5 months (01 May 97 - 30 Sep 97) changing the total as follows:

$$\begin{array}{rcl} \$20,300.16 \times 1 \text{ mo (Apr)} & = & \$ 20,300.16 \\ \$20,716.47 \times 5 \text{ mos} & = & \underline{103,582.35} \\ \text{TOTAL} & = & \$123,882.51 \end{array}$$

TOTAL BASIC PERIOD is changed from \$123,000.96 to read \$125,082.51, an increase of \$2,081.55.

- c. Part I, Schedule B, Revised Page 6 of 41 dated 19 Jan 97 is deleted in its entirety and the attached replacement page 6 of 41 dated 1 May 97 is substituted in lieu thereof. This page consists of the following changes:

TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE, OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR is changed from \$1,095, 937.92 to read \$1,098,019.47, an increase of \$2,081.55.

- d. To correct administrative errors, replace the following pages which are marked by a bar on the left side indicating change:

- (1) Page C-4 with the Revised Page C-4
- (2) Page C-5 with the Revised Page C-5
- (3) Page C-6 with the Revised Page C-6
- (4) Page C-29 with the Revised Page C-29
- (5) Page C-30 with the Revised Page C-30
- (6) Page C-31 with the Revised Page C-31
- (7) Page C-32 with the Revised Page C-32
- (8) Page C-36 with the Revised Page C-36
- (9) Page C-78 with the Revised Page C-78
- (10) Page C-79 with the Revised Page C-79
- (11) Page C-81 with the Revised Page C-81

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
BASIC PERIOD - 1 APR 1997 THROUGH 30 SEP 1997				
0001		1 MO (Apr)	<u>\$20,300.16</u>	<u>\$ 20,300.16</u>
		5 MO	<u>\$20,716.47</u>	<u>\$ 103,582.35</u>
AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX				
000101		6 MO	NOT SEPARATELY PRICED	
FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4				
0002		NOT TO EXCEED		<u>\$1,200.00</u>
FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2				
TOTAL BASIC PERIOD				<u>\$125,082.51</u>

Modification P00001

1 May 97

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**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION YEAR - 1 OCT 2000 THROUGH 30 SEP 2001				
4001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
400101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
4002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
	TOTAL OPTION YEAR FOUR			<u>\$243,234.24</u>
	TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR			<u>\$1,098,019.47</u>

SECTION C-1

GENERAL

1.1 SCOPE OF WORK The contractor shall provide all personnel, equipment, tools, material, supervision, and other items and services necessary to perform the airfield management function as defined in this Performance Work Statement (PWS). The estimated quantities of work are listed in Technical Exhibit 2, Workload Estimates.

1.2 PERSONNEL

1.2.1 The contractor shall provide a contract manager (Chief, Airfield Management (CAM)) and a Chief, Base Operations (CBO) who shall be responsible for the performance of the work. The name of this person and the CBO shall be designated in writing to the contracting officer no later than the pre-performance conference.

1.2.1.1 The CAM or CBO shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.2.1.2 Normal duty hours for the CAM shall be 0730-1630 hours, Monday through Friday. The CAM or CBO shall be physically available during normal duty hours within 30 minutes to meet on the installation with Government personnel designated by the contracting officer to discuss problem areas. After normal duty hours, the CAM or designated CBO shall be available within 1 hour. Requirement may exist to carry a beeper or be placed on call after normal duty hours.

1.2.1.3 All personnel must be able to read, write, speak, and understand English.

1.2.2 Contractor Employees

1.2.2.1 The contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished by wearing distinctive clothing (uniforms). As a minimum, contractor personnel working in the Flight Data Section excluding the CAM, CBO and secretary will wear the following:

- a. Blue and white Polo knit shirt or
- b. White and blue Polo knit shirt
- c. Khaki slacks
- d. Dark belt, socks, and shoes to match (Note: Tennis shoes are prohibited)
- e. Appropriate cold weather outerwear.

1.2.2.1.1 The company's name and individual's name will be displayed on the shirt.

Note: The CAM and CBO must wear badges that clearly depict the company's name and employee's name.

1.2.2.1.2 Swim wear, athletic wear, halter tops, tank tops, tube tops, or other clothing that does not cover the waist or that could be considered in poor taste for the facility in question shall not be worn. Wear of shorts, strapless tops for females, shirts or pants that are torn or tattered shall not be permitted.

1.2.2.1.3 Outer garments which expose undergarments, buttocks, or inner pockets shall not be worn. Wearing undergarments as outer garments such as undershirts shall not be permitted.

1.2.2.1.4 Clothing that bears illegal, subversive, obscene, profane, or lewd words or drawings, shower clogs, western hats, ball caps, and other informal sporting head dress while indoors shall not be permitted.

1.2.2.2 All vehicle operators shall have a valid state driver's license. All vehicle operators shall complete applicable traffic safety training courses specified in AFI 13-213 for base and flightline driving prior to driving on the flightline.

1.2.2.3 The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the contractor employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval IAW DODD 5500-7.

1.2.2.4 The contractor is cautioned that off duty active military personnel hired for this contract may be subject to permanent change of station (PCS), change in duty hours, or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform. Their absence at any time shall not constitute an excuse of non performance under this contract.

1.2.3 **Pass and Identification Items.** The contractor shall ensure the following pass and identification items required for contract performance are obtained for employees and non government owned vehicles.

a. DD Form 1172, *Application for Uniformed Services Identification Card*, (AFI 36-3001, *Issuing and Controlling Identification (ID) Cards* and AETC Instruction 36-3001, *Issue and Control of AETC Civilian Identification (ID) Cards*).

b. AETC Form 58, *Civilian Identification Card* (AETCI 36-3001).

c. AF Form 2219 (series), *Registered Vehicle Expiration Tab*, (AFR 125-14, *Motor Vehicle Traffic Supervision*).

d. DD Form 2220, *DoD Registered Vehicle and Installation Tab*, (AFR 125-14).

e. AF Form 75, *Visitor/Vehicle Pass*, (AFR 125-14).

1.2.4 Employee Training. Annually, all contractor employees must attend aircraft arresting system training. Training shall be provided by the government and documented by the contractor.

1.2.4.1 Contractor shall implement an employee training program. The employee training plan will be structured (where applicable) in accordance with identified task performances outlined in Career Field Education and Training Plan (CFETP), Airfield Management Air Force Specialty Code (AFSC 1C0X1) pages 45 through 57. Two copies of the contractor's training plan shall be provided to the contracting office not later than the pre-performance conference. The contracting officer will notify the contractor of acceptance/non-acceptance. Updated copies must be provided to the contracting officer as changes occur.

1.2.5 CAM and CBO:

1.2.5.1 Task Knowledge. Knowledge of Airfield Management and Federal Aviation Administration regulations and procedures: Receipt, handling and processing of flight plans and flight movement messages; inspection of airfield facilities; Notice to Airman (NOTAMS); airfield signs and markers; interpret basic weather conditions; security and safe operations of hazardous cargo; Flight Information Publications (FLIP), and aeronautical charts. Additionally, he shall interpret enforce and comply with all federal, State and local Environmental Protection Agency regulations.

1.2.5.2 **Experience**

1.2.5.2.1 CAM. At least 18 months experience as a Chief, Airfield Management (CAM) and/or Chief, Base Operations, with experience working within airfield management and or base operations flight data totaling three years. Additionally, background in air traffic control and or civilian/military flying experience is desirable.

1.2.5.2.2 CBO. At least 18 months experience as an Chief, Base Operations and / or Base Operations Supervisor/Flight Data Supervisor, with enough experience working within airfield management and / or base operations / flight data for a total of two years experience.

1.2.5.3 Resumes. The Contractor shall submit in their proposal package resumes on all key personnel. Resumes shall state how potential key personnel qualify for employment.

1.2.5.3.1 In the event the contract manager (CAM) is replaced during the term of the contract, replacement individuals must meet the same experience requirements as paragraph 1.2.5.2.1. Resumes will be submitted for review to the Quality Assurance Evaluator (QAE) with the final decision to be made by the Contracting Officer.

5.5.4 Receive, review and update annual area Mapping, Charting, and Geodesy (MC&G) requirements.

5.5.5. After receipt, review and post NOTAM summary within 15 minutes . Request NOTAM summary rerun if incomplete or garbled IAW AFJMAN 11-208, The US Military Notice to Airman (NOTAM). Insure dissemination to T37, T38, AT38 Flying Squadrons & the SOF. Base Operations will insure that NOTAMS are faxed to the Flying Squadrons and the Supervisor of Flying in the Tower (SOF). The first hourly update and the NAMSUM pertaining to Texas and Oklahoma will be faxed NLT 0500L daily (except for Saturday, Sunday and Holidays).

5.5.6 After receipt, analyze, and post hourly NOTAM update. Provide inspector with NOTAM file; receive, analyze and reply (as appropriate) to NOTAM evaluation report. Insure the 80th Flying Training Wing receives copy of hourly NOTAM update IAW local directives. Insure hourly updates will be faxed as soon as possible after receipt from the AWDS system to T37, T38, AT38 Flying Squadrons & the SOF. Base Operations will provide aircrews with telephone numbers to Flight Service Stations for the civil airfield which are not part of the DOD/USAF NOTAM System.

5.5.6.1 When Automated Weather Distribution System (AWDS) goes down for maintenance, coordinate with Central NOTAM facility to be put on consolidation.

5.5.7 Receive notification, prepare and disseminate base NOTAM information IAW AFR 55-16, the U.S. Military Notice to Airman (NOTAM) System. Provide notification to appropriate agencies using DD Form 2349, NOTAM Control Log.

5.5.8. Receive, analyze, disseminate to appropriate agency, and document non-NOTAM material.

5.5.9 Receive revised directive or procedure, research and coordinate information received, evaluate old material and equipment, and make appropriate change to flight planning room displays.

5.6 **FLIGHT DATA.** The contractor shall maintain a thorough log of daily events AF Form 1924, Events Log. All airfield responses shall be logged to include time notified and time situation corrected.

5.6.1 Contractor shall receive and acknowledge notification of inbound aircraft, and / or actual arrival time of landing aircraft, enter on Aircraft Inbound Traffic Log, AETC Form 81, make appropriate notification within 30 minutes. Monitor until aircraft has arrived.

5.6.2 Contractor shall receive information via Dial Labs on impending arrival of unauthorized or landing (military or civilian) aircraft, notify appropriate agency of landing intention and arrival time, log known information, verify departure point from Aircrew, transmit NO Flight Plan (FPNO) arrival message to departure point base, monitor for reply.

5.6.2.1 Contractor shall, for civil aircraft, provide information to assist in the collection of any landing fee, and forward documentation through HQ AETC/XOSF to USAF/XOOCB

IAW AFI 10-1001, CIVIL AIRCRAFT LANDING PERMITS.

5.6.3 Contractor shall process outbound flight plans for instrument flight rules (IFR) or composite flight (DD Form 175, Military Flight Plan) within 30 minutes. Review flight plan for errors or omission, address flight plan for submission into Dial Labs Service, log appropriate information on aircraft outbound traffic log, AETC Form 80, and notify appropriate agency of outbound information. Transmit flight data to appropriate agency through Dial Labs , and monitor for acknowledgment. Place flight plan in hold status awaiting departure.

5.6.4 Contractor shall process outbound visual flight rules (VFR) within 30 minutes. Review flight plan for error or omission, address flight plan, log appropriate information on aircraft outbound traffic log, AETC Form 80, notify appropriate agency of outbound information, and place flight plan in hold status until departure.

5.6.5 Contractor shall process stereo flight plans on appropriate form via telephone. Address flight plan, log information on appropriate log, and notify appropriate agencies. Transmits flight data to appropriate agencies through Dial Labs , and monitor for acknowledgment. Place flight plan in hold status awaiting departure. Accomplish the above within 30 minutes.

5.6.6 Contractor shall monitor all outbound entries. Receive aircraft departure notification, log information, calculate time, notify appropriate agencies, transmit flight departure data via Dial Labs within ten minutes. Send follow up message when required.

5.6.7 Contractor shall determine when an aircraft is overdue and initiate appropriate action IAW AFI 13-202, Overdue Aircraft, and AFI 11-213, Military Flight Data Telecommunications System and monitor for a reply. Log information on the appropriate form, and conduct follow-up action.

5.6.8 Contractor shall process flight advisory message to either, point of origin, flight service center or pilot upon notification of possible hazardous condition that may affect the safe operation of aircraft. Monitor for reply and receive pilot's intention. Notify appropriate agency. Prepare and transmit IR/VR schedule message.

5.6.9 Contractor shall receive notification of Instrument Flight Rule Route (IR) / Visual Flight Rule Route (VR) schedule, and provide proposed IR/VR schedule to appropriate agency. Prepare and transmit IR/VR schedule message.

5.6.10 80FTW picks up all message traffic at the Communication Center. Contractor will pick up miscellaneous flight data at base agencies, (normally from the Rapcon Administration section), e.g., flight plan from outside the airfield facility, all classified messages will be picked up by the QAE, sanitized and relevant information passed to the contractor affecting aircraft movement, mission immediate correspondence, or flight safety message. Contractor takes appropriate action.

5.6.11 Contractor shall process, and disseminate miscellaneous messages; e.g., query message, confirm clearance (stopover) message, change destination, equipment outage, cancellation/ remove strip to appropriate agency as required via Dial Labs, and monitor for reply.

5.6.11.1 Contractor shall program Dial Labs printer to copy all outgoing and incoming messages. Contractor shall provide this copy to QAE for review upon request.

5.6.12 Upon notification of distinguished visitors, the contractor shall notify the appropriate agencies by completing the 80 FTW Form 25, Distinguished Visitor Checklist.

5.6.12.1 Contractor shall unlock and lock DV lounge as appropriate. Setting up the DV Lounge shall include making coffee (if provided) and spot cleaning. Spot cleaning, as a minimum shall include putting away of food, wet wiping when required and cleaning/washing of dishes. Spot cleaning shall also be accomplished upon DV's departure.

5.6.12.2 Contractor shall update DV sign as appropriate.

5.6.13 Contractor shall operate the pilot to dispatch radio.

5.6.14 Contractor shall raise and lower United States & State flag when required.

5.7 TRANSIENT AIRCREW SUPPORT. The contractor shall:

5.7.1 Collect, prepare and maintain data to brief aircrews on facility condition that may affect airfield operation or information appropriate to the mission. Update briefing as required.

5.7.2 Assist transient aircrews. Provide and maintain pilot lounge and disseminate messages.

5.7.3 Respond to an unsatisfactory rating about airfield management performance on a Transient Aircrew Evaluation, AETC Form 764, questionnaire by investigating and providing a reply. Forward favorable and unsatisfactory rating(s) to appropriate agency.

5.7.4 Upon receipt of notification from transient unit deploying to the base, coordinate the capability to provide necessary service, facility, and support in completing the unit's mission, and log information. Comply with Prime Knight coordination procedures when requested.

5.7.5 Notify the security police within 5 minutes of notification of an inbound and / or arrival of a priority transient aircraft as designated by SAFB OPLAN 125-37 and update the security police of any changes prior to aircraft arrival.

5.7.6 All documents generated by the flight data section will be available to the QAE for review.

5.8 EMERGENCY RESPONSE. The contractor shall:

5.8.1 Respond to primary crash alarm activated by air traffic control agency (tower) within five seconds. Enter emergency data transmitted to Emergency / Accident and Hazardous Cargo Log, AETC Form 745, and acknowledge receipt with identifying initials. Transmit data on secondary crash net, and wait for acknowledgment by lighting system or by obtaining initials. Review quick reaction checklist (QRC) to ensure appropriate notification is accomplished and proper action taken. Transmit update, to include termination, as required. Log required information.

5.8.1.1 Respond to the daily primary crash phone activation within five seconds. Activates the secondary crash net daily at a predetermined time to determine system operations status and record agency initials. Follow up on system irregularity determined during secondary crash net check. Log required information.

5.8.2 When Base Operations receives emergency data from source other than the Primary Crash Net, notify 82 TRW Command Post and log information on AF Form 1924, Daily Events Log.

5.8.3 Receive, disseminate to appropriate agencies and log on appropriate form weather watch/warning or advisory.

5.8.4 Participate as a member of the on-scene disaster control group to facilitate and coordinate airfield operations as required. Comply with contingency plans for disaster or potential disaster situations. IAW SAFB Plans 502, 505, 506, 557, 55-2, 125-37, and 355-1.

AF INDEX 0-17	AF Occupational Safety & Health (AFOSH) Standards	M	May 95
AFR 0-9	Numerical Index of Departmental Forms	M	Jan 96
AFR 4-20V2	Disposition of AF Records	M	May 92
AFR 32-2001	Fire Protection Program	M	May 94
AFR 67-23	Standard Base Supply Customer's guide	M	Jul 91
AFR 76-6	Movement of Units in AF Acft	A	Nov 89
AFR 76-31	Responsibility of the Single Manager for Airlift Services	A	Nov 73
AFI 10-1001	Civil Aircraft Landing Permits	M	Sep 95
AFI 11-206	General Flight Rules	A	Jul 94
AFI 11-209	AF Participation in Aerial Events	A	Feb 96
AFI 11-213	Military Flight Data & Telecommunications System	M	Aug 94
AFI 13-203	Air Traffic Control	M	Nov 95
AFI 13-213	Airfield Management and Base Operations	A	Dec 95
AFR 37-123	Management of Records	M	Aug 94
AFI 13-218	Air Traffic System Evaluation Program	M	Aug 96
AFI 37-160V7	Publication Libraries & sets	A	Nov 93
AFI 37-122	AF Records Management Program	A	Jan 94
AFI 37-160-V1	Preparing AF Publications	A	Nov 93
AFPD 21-3	AF Technical Order System	A	May 93
AFI 37-126	Preparing written communications	A	Feb 95

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TECHNICAL EXHIBIT 5D
GOVERNMENT FURNISHED EQUIPMENT
(Non-EAID Government Owned)

The Government will furnish the following equipment for which EAID accounting is not required:

NOMENCLATURE

QUANTITY

Dispatch

Item	Quantity
Chairs (gray)	3 ea
Hand held radios (Motorola)	6 ea
Typewriter (Brother)	1 ea
Fax Machine (HP 5G6AFE307F)	1 ea
AWDS Terminal & printer	1 ea
Radio Base Station	1 ea
Pilot To Dispatch (PTD)	1 ea
Telephones	3 ea
Pri & Sec crash phones	1 ea
Hot line telephone to center	1 ea
Color TV (Zenith) 19"	1 ea
5 Cubic Ft Refrigerator	1 ea
386 computer (Zenith)	1 ea
Electronic Message Board	1 ea
Fire Extinguisher	1 ea

Outside Bldg1360

Van (Dodge)	1 ea
Motorola radio for vehicle	1 ea

Aircrew Lounge

Item	Quantity
Chairs	3 ea
Love Seat	1 ea
Couch	1 ea
End Table	4 ea
Coffee Table	1 ea
Table Lamps	2 ea
Color TV (Magnavox) #50132015	1 ea
Refrigerator (GE)	1 ea
Microwave (GE)	1 ea

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Telephone	1 ea
Chairs	2 ea

Flight Planning Room

Chairs	2 ea
Telephone	2 ea
Z248 Computer & Alps 2000 printer	1 ea

Admin Section

Sofa	1 ea
Love seat	1 ea
Ottoman	1 ea
Coffee Table	1 ea
Lamps	2 ea
End Table	2 ea
Bookcase (4 shelf)	2 ea
Bookcase (2 shelf)	1 ea
Bookcase small,metal	1 ea
Desk, wooden	1 ea
Computer Tables (White)	3 ea
Typewriter (Brother #J66512909)	1 ea
386 Computer (Zenith)	1 ea
Epson 1070 printer	1 ea
Chair (Gray)	3 ea
Paper cutter	1 ea
Typing Table (wooden)	1 ea
Table (Wooden)	1 ea -

TECHNICAL EXHIBIT 5E

GOVERNMENT FURNISHED MATERIAL

The Contractor shall furnish all material necessary to meet the requirements of this PWS with the exception of fuel and lubricants required for operation and maintenance of the Government Furnished Base Operations Vehicle (See TE-5D) and paper products to support the Government Furnished Fax Machine and Dial Labs Terminals.

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- d. Accomplish Distinguished Visitor (DV) notification checklist if required.
- e. Complete items a, b, c, above within 30 minutes.
- f. Monitor until arrival.

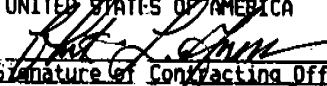
3. OUTBOUND FLIGHT PLAN EVALUATION PROCEDURES: The following have been provided as examples of items that failure to accomplish will cause an inspection to be rated as unsatisfactory:

- a. Review flight plan for errors or omissions.
- b. Address flight plan for submission into Dial Lab Service terminal.
- c. Log information on AETC Form 80.
- e. Notify appropriate agencies of outbound information.
- f. Complete all above items within 30 minutes.
- g. Monitor for acknowledgement.

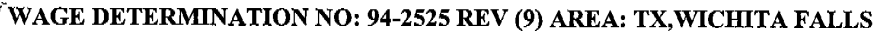
4. DEPARTURE NOTIFICATION EVALUATION PROCEDURES: The following have been provided as examples of items that failure to accomplish will cause an inspection to be rated as unsatisfactory:

- a. Log information on AETC Form 80 and DD Form 175.
- b. Calculate enroute time.
- c. Notify appropriate agencies and transmit flight departure via the Dial Labs terminal.
- d. Complete all items above within 30 minutes.
- e. Monitor for acknowledge.

5. PRIMARY CRASH PHONE RESPONSE EVALUATION PROCEDURES: The following have been provided as examples of items that failure to accomplish will cause an inspection to be rated as unsatisfactory:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID CODE J	PAGE OF PAGES 1 02	
12. AMENDMENT/MODIFICATION NO. P00002	13. EFFECTIVE DATE 97OCT01	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	15. PROJECT NO. (If applicable)	
ISSUED BY CONTRACTING SQUADRON 436 K AVENUE STE 1 SHEPPARD AFB TX		17. ADMINISTERED BY (If other than Item 6)		CODE
CODE 76311-2739				
18. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)		(X)	19A. AMENDMENT OF SOLICITATION NO.	
PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934			9b. DATED (See item 11)	
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CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
SUBJECT TO AVAILABILITY OF FUNDS				
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.				
NO CHG .00				
(X) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.				
1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).				
1C. This supplemental agreement is entered in pursuant to authority of:				
1D. Other (Specify type of modification and authority) X FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: STORY, SHIRLEY L. PHONE: 9406765187 SEE SCHEDULE				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTI L. GUESS		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
		BY 		16C. DATE SIGNED 97SEP11
		(Signature of Contracting Officer)		STANDARD FORM 30

- a. Pursuant to Part II, Section I, Contract Clause I-195, FAR 52.217-09, entitled "Option to Extend the Term of the Contract", the Government elects to exercise its right of option to extend the contract for the period Option Year One, 1 Oct 97 through 30 Sep 98, at the prices shown in Part I, Section B, Page 3 of 41.
- b. The total award amount on the Standard Form 1447 is made current by changing from \$123,000.96 to read \$368,316.75. (Basic period of \$123,000.96 + \$2,081.55 (Modification P00001) + Option Year One of \$243,234.24)
- c. This increase is subject to Part II, Section I, Contract Clause I-404, FAR 52.232-18, entitled "Availability of Funds."
- d. Wage Determination No. 94-2525 (Rev 5) dated 10/26/95 is hereby deleted and replaced by the attached Wage Determination No. 94-2525 (Rev 9) dated 09/01/1997.
- d. Wage Determination No. 91-0668 (Rev 3) dated 04/18/1995 was withdrawn by the Department of Labor, and in accordance with the Service Contract Act of 1965 (FAR 52-222-41) the contractor may accomplish a conforming action for the Flight Data Assistant position.
- e. In accordance with Part II, Section I, Contract Clause Number I-285, FAR 52.222-43, entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts), the contractor is required to notify the Contracting Officer of any increases or decreases to the cost of performance of this contract by reason of application of the wage determination and conformance cited in paragraph c and d above. Any increase or decrease shall be forwarded to the Contracting Officer within 30 days after receipt of this notice. The parties shall enter into negotiations for the purpose of making appropriate adjustments in contract price applicable to subject wage determination.
- f. Change "Period of Performance" in Part I, Section F, paragraph F-12 to read "97 Oct 01 through 98 Sep 30.
- g. All other terms and conditions remain unchanged.



*****FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL*****

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2525 William W
Date of Last Revision: 09/01/1997

Wage Determinations

Area: OKLAHOMA COUNTIES OF COMANCHE, COTTON, GREER, HARMON, JACKSON,
JEFFERSON, KIOWA, STEPHENS, TILLMAN.
TEXAS COUNTIES OF ARCHER, BAYLOR, CLAY, WICHITA, WILBARGER.

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 7.43
01012 Accounting Clerk II	\$ 8.38
01013 Accounting Clerk III	\$ 9.41
01014 Accounting Clerk IV	\$ 10.53
01030 Court Reporter	\$ 11.24
01050 Dispatcher, Motor Vehicle	\$ 8.99
01060 Document Preparation Clerk	\$ 7.73
01070 Messenger (Courier)	\$ 9.77
01090 Duplicating Machine Operator	\$ 7.73
01110 Film/Tape Librarian	\$ 9.98
01115 General Clerk I	\$ 6.34
01116 General Clerk II	\$ 7.12
01117 General Clerk III	\$ 7.73
01118 General Clerk IV	\$ 8.68
01120 Housing Referral Assistant	\$ 12.57
01131 Key Entry Operator I	\$ 6.32
01132 Key Entry Operator II	\$ 7.55
01191 Order Clerk I	\$ 8.95
01192 Order Clerk II	\$ 9.77
01261 Personnel Assistant (Employment) I	\$ 8.89
01262 Personnel Assistant (Employment) II	\$ 9.98
01263 Personnel Assistant (Employment) III	\$ 11.24
01264 Personnel Assistant (Employment) IV	\$ 12.57
01270 Production Control Clerk	\$ 12.57
01290 Rental Clerk	\$ 9.98
01300 Scheduler, Maintenance	\$ 9.68
01311 Secretary I	\$ 9.98
01312 Secretary II	\$ 11.24
01313 Secretary III	\$ 13.78
01314 Secretary IV	\$ 14.01
01315 Secretary V	\$ 14.82
01320 Service Order Dispatcher	\$ 9.26
01341 Stenographer I	\$ 10.59
01342 Stenographer II	\$ 11.23
01400 Supply Technician	\$ 14.01
01420 Survey Worker(Interviewer)	\$ 11.24

01460 Switchboard Operator-Receptionist	\$ 6.80
01510 Test Examiner	\$ 11.24
01520 Test Proctor	\$ 11.24
01531 Travel Clerk I	\$ 6.59
01532 Travel Clerk II	\$ 7.01
01533 Travel Clerk III	\$ 7.36
01611 Word Processor I	\$ 7.73
01612 Word Processor II	\$ 8.68
01613 Word Processor III	\$ 9.77
AUTOMATIC DATA PROCESSING:	
03010 Computer Data Librarian	\$ 9.43
03041 Computer Operator I	\$ 8.52
03042 Computer Operator II	\$ 9.53
03043 Computer Operator III	\$ 10.98
03044 Computer Operator IV	\$ 14.39
03045 Computer Operator V	\$ 15.97
03071 Computer Programmer I 1/	\$ 11.62
03072 Computer Programmer II 1/	\$ 14.11
03073 Computer Programmer III 1/	\$ 17.27
03074 Computer Programmer IV 1/	\$ 19.00
03101 Computer Systems Analyst I 1/	\$ 14.39
03102 Computer Systems Analyst II 1/	\$ 17.96
03103 Computer Systems Analyst III 1/	\$ 19.38
03160 Peripheral Equipment Operator	\$ 9.43
AUTOMOTIVE SERVICE:	
05005 Automobile Body Repairer, Fiberglass	\$ 16.20
05010 Automotive Glass Installer	\$ 14.54
05040 Automotive Worker	\$ 14.54
05070 Electrician, Automotive	\$ 15.35
05100 Mobile Equipment Servicer	\$ 12.90
05130 Motor Equipment Metal Mechanic	\$ 16.20
05160 Motor Equipment Metal Worker	\$ 14.54
05190 Motor Vehicle Mechanic	\$ 16.20
05220 Motor Vehicle Mechanic Helper	\$ 12.05
05250 Motor Vehicle Upholstery Worker	\$ 13.70
05280 Motor Vehicle Wrecker	\$ 14.54
05310 Painter, Automotive	\$ 15.35
05340 Radiator Repair Specialist	\$ 14.54
05370 Tire Repairer	\$ 12.90
05400 Transmission Repair Specialist	\$ 16.20
FOOD PREPARATION AND SERVICE:	
07010 Baker	\$ 10.14
07041 Cook I	\$ 9.00
07042 Cook II	\$ 10.14
07070 Dishwasher	\$ 6.72
07100 Food Service Worker (Cafeteria Worker)	\$ 6.72
07130 Meat Cutter	\$ 10.14
07250 Waiter/Waitress	\$ 7.29
FURNITURE MAINTENANCE AND REPAIR:	
09010 Electrostatic Spray Painter	\$ 15.35
09040 Furniture Handler	\$ 11.04
09070 Furniture Refinisher	\$ 15.35
09100 Furniture Refinisher Helper	\$ 12.05
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 15.35
GENERAL SERVICES AND SUPPORT:	
11030 Cleaner, Vehicles	\$ 6.72
11060 Elevator Operator	\$ 6.72
11090 Gardener	\$ 8.04
11121 Housekeeping Aide I	\$ 6.23
11122 Housekeeping Aide II	\$ 6.87
11150 Janitor	\$ 6.72
11210 Laborer, Grounds Maintenance	\$ 7.29
11240 Maid or Houseman	\$ 6.23
11270 Pest Controller	\$ 9.56

11300 Refuse Collector	\$ 6.72
11330 Tractor Operator	\$ 8.41
11360 Window Cleaner	\$ 7.29
HEALTH:	
12020 Dental Assistant	\$ 9.33
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 9.94
12071 Licensed Practical Nurse I	\$ 7.43
12072 Licensed Practical Nurse II	\$ 8.34
12073 Licensed Practical Nurse III	\$ 9.33
12100 Medical Assistant	\$ 8.34
12130 Medical Laboratory Technician	\$ 8.34
12160 Medical Record Clerk	\$ 8.34
12190 Medical Record Technician	\$ 11.56
12221 Nursing Assistant I	\$ 6.06
12222 Nursing Assistant II	\$ 6.81
12223 Nursing Assistant III	\$ 7.43
12224 Nursing Assistant IV	\$ 8.34
12250 Pharmacy Technician	\$ 10.40
12280 Phlebotomist	\$ 8.34
12311 Registered Nurse I	\$ 11.56
12312 Registered Nurse II	\$ 14.14
12313 Registered Nurse II, Specialist	\$ 14.14
12314 Registered Nurse III	\$ 17.10
12315 Registered Nurse III, Anesthetist	\$ 17.10
12316 Registered Nurse IV	\$ 20.50
INFORMATION AND ARTS:	
13002 Audiovisual Librarian	\$ 14.01
13011 Exhibits Specialist I	\$ 12.97
13012 Exhibits Specialist II	\$ 14.49
13013 Exhibits Specialist III	\$ 17.72
13041 Illustrator I	\$ 12.97
13042 Illustrator II	\$ 14.49
13043 Illustrator III	\$ 17.72
13047 Librarian	\$ 14.82
13050 Library Technician	\$ 11.24
13071 Photographer I	\$ 11.77
13072 Photographer II	\$ 13.23
13073 Photographer III	\$ 14.77
13074 Photographer IV	\$ 17.72
13075 Photographer V	\$ 21.45
LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	\$ 5.15
15030 Counter Attendant	\$ 5.15
15040 Dry Cleaner	\$ 6.54
15070 Finisher, Flatwork, Machine	\$ 5.15
15090 Presser, Hand	\$ 5.15
15100 Presser, Machine, Dry Cleaning	\$ 5.15
15130 Presser, Machine, Shirts	\$ 5.15
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.15
15190 Sewing Machine Operator	\$ 6.94
15220 Tailor	\$ 7.34
15250 Washer, Machine	\$ 5.56
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator (Toolroom)	\$ 15.35
19040 Tool and Die Maker	\$ 21.47
MATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System Operator	\$ 12.90
21020 Material Coordinator	\$ 11.30
21030 Material Expediter	\$ 11.30
21040 Material Handling Laborer	\$ 8.72
21050 Order Filler	\$ 9.41
21071 Forklift Operator	\$ 12.94
21080 Production Line Worker	\$ 9.94

(Food Processing)	
21100 Shipping/Receiving Clerk	\$ 9.32
21130 Shipping Packer	\$ 9.32
21140 Store Worker I	\$ 7.60
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.27
21210 Tools and Parts Attendant	\$ 11.04
21400 Warehouse Specialist	\$ 9.94
MECHANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	\$ 16.20
23040 Aircraft Mechanic Helper	\$ 12.05
23050 Aircraft Quality Control Inspector	\$ 18.16
23060 Aircraft Servicer	\$ 13.70
23070 Aircraft Worker	\$ 14.54
23100 Appliance Mechanic	\$ 15.35
23120 Bicycle Repairer	\$ 12.90
23125 Cable Splicer	\$ 16.20
23130 Carpenter, Maintenance	\$ 15.35
23140 Carpet Layer	\$ 14.54
23160 Electrician, Maintenance	\$ 18.68
23181 Electronics Technician, Maintenance I	\$ 15.54
23182 Electronics Technician, Maintenance II	\$ 16.36
23183 Electronics Technician, Maintenance III	\$ 17.34
23260 Fabric Worker	\$ 13.70
23290 Fire Alarm System Mechanic	\$ 16.20
23310 Fire Extinguisher Repairer	\$ 12.90
23340 Fuel Distribution System Mechanic	\$ 16.20
23370 General Maintenance Worker	\$ 14.54
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 16.20
23430 Heavy Equipment Mechanic	\$ 16.20
23440 Heavy Equipment Operator	\$ 15.02
23460 Instrument Mechanic	\$ 16.20
23470 Laborer	\$ 9.50
23500 Locksmith	\$ 15.35
23530 Machinery Maintenance Mechanic	\$ 16.20
23550 Machinist, Maintenance	\$ 16.40
23580 Maintenance Trades Helper	\$ 12.05
23640 Millwright	\$ 16.20
23700 Office Appliance Repairer	\$ 15.35
23740 Painter, Aircraft	\$ 15.35
23760 Painter, Maintenance	\$ 15.35
23790 Pipefitter, Maintenance	\$ 16.20
23800 Plumber, Maintenance	\$ 15.35
23820 Pneudraulic Systems Mechanic	\$ 16.20
23850 Rigger	\$ 16.20
23870 Scale Mechanic	\$ 14.54
23890 Sheet-metal Worker, Maintenance	\$ 16.20
23910 Small Engine Mechanic	\$ 14.54
23930 Telecommunications Mechanic I	\$ 16.20
23931 Telecommunications Mechanic II	\$ 17.01
23950 Telephone Lineman	\$ 16.20
23960 Welder, Combination, Maintenance	\$ 16.20
23965 Well Driller	\$ 16.20
23970 Woodcraft Worker	\$ 16.20
23980 Woodworker	\$ 12.90
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 7.63
24580 Child Care Center Clerk	\$ 9.52
24600 Chore Aide	\$ 6.23
24630 Homemaker	\$ 10.61
PLANT AND SYSTEM OPERATION:	

25010 Boiler Tender	\$ 16.20
25040 Sewage Plant Operator	\$ 15.35
25070 Stationary Engineer	\$ 16.20
25190 Ventilation Equipment Tender	\$ 12.05
25210 Water Treatment Plant Operator	\$ 15.35
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 8.38
27010 Court Security Officer	\$ 11.06
27040 Detention Officer	\$ 11.06
27070 Firefighter	\$ 10.18
27101 Guard I	\$ 6.51
27102 Guard II	\$ 9.13
27130 Police Officer	\$ 12.90
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:	
28010 Blocker and Bracer	\$ 11.99
28020 Hatch Tender	\$ 11.99
28030 Line Handler	\$ 11.99
28040 Stevedore I	\$ 11.30
28050 Stevedore II	\$ 12.66
TECHNICAL:	
29010 Air Traffic Control 2/ Specialist, Center	\$ 22.24
29011 Air Traffic Control 2/ Specialist, Station	\$ 15.34
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 16.89
29023 Archeological Technician I	\$ 10.45
29024 Archeological Technician II	\$ 11.69
29025 Archeological Technician III	\$ 14.49
29030 Cartographic Technician	\$ 14.49
29035 Computer Based Training Specialist/Instructor	\$ 14.39
29040 Civil Engineering Technician	\$ 14.49
29061 Drafter I	\$ 9.31
29062 Drafter II	\$ 11.54
29063 Drafter III	\$ 12.97
29064 Drafter IV	\$ 14.49
29081 Engineering Technician I	\$ 9.31
29082 Engineering Technician II	\$ 11.54
29083 Engineering Technician III	\$ 12.97
29084 Engineering Technician IV	\$ 14.49
29085 Engineering Technician V	\$ 17.72
29086 Engineering Technician VI	\$ 21.45
29090 Environmental Technician	\$ 14.39
29100 Flight Simulator/Instructor (Pilot)	\$ 17.96
29150 Graphic Artist	\$ 14.39
29160 Instructor	\$ 14.39
29210 Laboratory Technician	\$ 11.21
29240 Mathematical Technician	\$ 14.49
29361 Paralegal/Legal Assistant I	\$ 11.24
29362 Paralegal/Legal Assistant II	\$ 14.01
29363 Paralegal/Legal Assistant III	\$ 17.14
29364 Paralegal/Legal Assistant IV	\$ 20.72
29390 Photooptics Technician	\$ 14.49
29480 Technical Writer	\$ 19.00
29491 Unexploded Ordnance Technician I	\$ 14.14
29492 Unexploded Ordnance Technician II	\$ 17.10
29493 Unexploded Ordnance Technician III	\$ 20.50
29494 Unexploded Safety Escort	\$ 14.14
29495 Unexploded Sweep Personnel	\$ 14.14
29620 Weather Observer, Senior 3/ Upper Air and Surface Programs	\$ 12.20
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 10.98
29622 Weather Observer, Upper Air 3/ TRANSPORTATION/MOBILE EQUIPMENT	\$ 10.98

OPERATION:

31030 Bus Driver	\$ 10.50
31260 Parking and Lot Attendant	\$ 9.94
31290 Shuttle Bus Driver	\$ 9.94
31300 Taxi Driver	\$ 9.29
31361 Truckdriver, Light Truck	\$ 9.94
31362 Truckdriver, Medium Truck	\$ 10.50
31363 Truckdriver, Heavy Truck	\$ 11.17
36364 Truckdriver, Tractor-Trailer	\$ 11.17

MISCELLANEOUS:

99020 Animal Caretaker	\$ 7.84
99030 Cashier	\$ 6.26
99041 Carnival Equipment Operator	\$ 8.41
99042 Carnival Equipment Repairer	\$ 9.00
99043 Carnival Worker	\$ 6.72
99050 Desk Clerk	\$ 7.62
99095 Embalmer	\$ 14.14
99300 Lifeguard	\$ 6.80
99310 Mortician	\$ 14.14
99350 Park Attendant (Aide)	\$ 8.57
99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 6.80
99500 Recreation Specialist	\$ 10.58
99510 Recycling Worker	\$ 8.41
99610 Sales Clerk	\$ 6.80
99620 School Crossing Guard (Cross- walk Attendant)	\$ 6.72
99630 Sports Official	\$ 6.80
99658 Survey Party Chief	\$ 12.76
99659 Surveying Technician	\$ 11.73
99660 Surveying Aide	\$ 8.57
99690 Swimming Pool Operator	\$ 9.46
99720 Vending Machine Attendant	\$ 8.41
99730 Vending Machine Repairer	\$ 10.14
99740 Vending Machine Repairer Helper	\$ 8.41

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of

your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including

information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

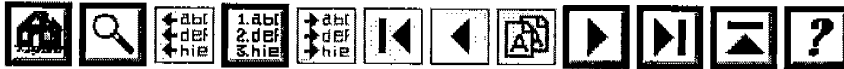
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

10/01/97

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

D BY

CODE

CONTRACTING SQUADRON/LGCV
AVENUE, SUITE # 1
Sheppard AFB, TX 76311-2739

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

PHOENIX MANAGEMENT INC
12466 LOS INDIOS TRAIL STE 213
AUSTIN TX 78729-7934

0V8723W

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

97C0006 PLS. OK

X F4161296C0001

10B. DATED (SEE ITEM 13)

2/25/97 PLS. OK

11/29/95

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)
MUTUAL AGREEMENT OF PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ALL copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Point of Contact: SHIRLEY STORY
Telephone Number: (940) 676-5187

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

M LORIE STARKLAND, PRESIDENT

TRACTOR/OFFEROR

15C. DATE SIGNED

10/7/97

16A. NAME AND TITLE OF SIGNER (Type or print)

CHRISTI L. GUESS, Contracting Officer

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

10/9/97

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

Created using PerForm Pro software.

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

a. This modification is issued to maintain the faxing and posting of NAMSUM generated in Modification P00001 effective for the period 1 Oct 97 through 30 Sep 98, correct the payment address in Section G, and the EFT clause in Section I.

b. Part I, Schedule B, Revised Page 3 of 41 is deleted in its entirety and the attached revised replacement page 3 of 41 is substituted in lieu thereof. This page consists of the following changes:

Line Item 1001 is changed from \$20,169.52 to read \$20,592.56 per month and the total for the entire option year one period (1 Oct 97 to 30 Sep 98) from \$243,034.24 to read \$248,310.72, an increase of \$5076.48.

Total Option Year One is changed from \$243,234.24 to read \$248,310.72, an increase of \$5076.48.

c. Part I, Schedule B, Revised Page 6 of 41 is deleted in its entirety and the attached replacement page 6 of 41 is substituted in lieu thereof. This page consists of the following change:

TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE, OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR is changed from \$1,098,019.47 to read \$1,103,095.95, an increase of \$5076.48.

d. Part I, The Schedule, Section G, Page 11 of 41 is deleted in its entirety and the attached revised replacement page 11 of 41 is substituted in lieu thereof. This page consists of the following changes:

Paragraph G.601 is changed to indicate the contractor's monthly invoices shall be submitted to DFAS-SA/FPV, San Antonio TX.

e. Part II, Contract Clauses, Section I, page 19 of 41, is deleted in its entirety and the attached revised replacement page 19 of 41 is substituted in lieu thereof. This page consists of the following changes:

Delete I-416, 52.232-28, Electronic Funds Transfer Payment Methods, Apr 1989, and replace with I-416f, FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, Aug 1996.

f. No other changes either expressed or implied.

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FIRST OPTION YEAR - 1 OCT 1997 THROUGH 30 SEP 1998				
1001		12 MO	<u>\$20,592.56</u>	<u>\$ 247,110.72</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
100101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
1002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
	TOTAL OPTION YEAR ONE			<u>\$248,310.72</u>

Modification P00003

1 Oct 97

F41612-97-C0006
Revised Page 3 of 41

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION YEAR - 1 OCT 2000 THROUGH 30 SEP 2001				
4001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
100101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
1002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
	TOTAL OPTION YEAR ONE			<u>\$243,234.24</u>
	TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR			<u>\$1,103,015.19</u>

Modification P00003

1 Oct 97

F41612-97-C0006
Revised Page 6 of 41

THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

G-1. ACCOUNTING AND APPROPRIATION DATA
5773400 307 6444 A11320 03 59232 526400

G-601. 5352.232-9001 PAYMENTS JUL 1993
(IAW AETCFARS 5332.908[c])

The Contractor will be paid monthly upon the submission of proper invoices for the services performed during the preceding month. The Contractor shall submit invoices in four copies in accordance with Part II, Section I, Clause entitled Prompt Payment (FAR 52.232-25). Invoices shall be submitted on a monthly basis covering the services performed during the preceding month. The Contractor's monthly invoices shall be submitted to:

DFAS-SA/FPV
500 MC CULLOUGH AVE
SAN ANTONIO TX 78215-2100

G-603. 5352.232-9003 MAILING OF PAYMENT JUL 1993
(IAW AETCFARS 5332-111)

The bidder/offeror shall state below the address to which payment should be mailed.

FRANKLIN FEDERAL BANCORP
(Company Name)
P O BOX 149172
(Street) (County)
AUSTIN TX 78714-9172
(City & State) (Zip Code)

I-283.	52.222-41	SERVICE CONTRACT ACT (IAW FAR 22.1006[a])	MAY 1989
I-337.	52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	SEP 1989
I-383.	52.232-1	PAYMENTS (IAW FAR 32.111 [a][1])	APR 1984
I-404.	52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1[a])	APR 1984
I-409.	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806[a][1])	JAN 1986
I-410	52.232-23	ALTERNATE I (IAW FAR 32.806[a][2])1995	APR 1984
I-412.	52.232-25	PROMPT PAYMENT (IAW FAR 32.908 [c])	MAR 1994
For the purposes of this clause the blank(s) are completed as follows:			
(a)(6)(I) <u>7th</u>			
(b)(2) <u>30th</u>			
I-416f.	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (IAW FAR 32.1103(a) and ©)	AUG 1996
I-417.	52.233-1	DISPUTES (IAW FAR 33.215)	OCT 1995
I-419.	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	OCT 1995
I-478	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (IAW FAR 37-110(b))	APR 1984
IA-20.	252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (IAW DFARS 203.170-4)	NOV 1995

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 03	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 98FEB18	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX CODE 76311-2746	7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9b. DATED (See item 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X F4161297C0006	
			10B. DATED (See item 13) 97FEB25	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers 1. is extended, 1. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required) 5783400 388 6444 A11320 03 59232 660700 AFO ID 416				
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.			NET INC 2667.84	
(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).				
X C. This supplemental agreement is entered in pursuant to authority of: FAR 52.222-43, FAIR LABOR STANDARDS ACT & SERVICE CONTRACT ACT				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor 1. is not, 1X is required to sign this document and return ALL copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: BARNES, HAZELL L. PHONE: 9406761431 SEE SCHEDULE				
***** THIS IS A REPRINT ***** Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Jorie Strickland, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHERYL M. BROWN		
15B. CONTRACTOR/OFFEROR <i>Jorie Strickland</i> (Signature of person authorized to sign)		15C. DATE SIGNED 24 Feb 1998	16B. UNITED STATES OF AMERICA BY <i>Cheryl M. Brown</i> (Signature of Contracting Officer)	
			16C. DATE SIGNED 27 Feb 98	

14A. The purpose of this modification is to adjust the contract price to reflect an increase in fringe benefits resulting from Wage Determination 94-2525 (Rev 9) dated 09/01/1997 and to correct administrative errors.

14B. Pursuant to contract clause I-285, FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act-Price Adjustment" (Multiple Year and Option Contracts) the contractor has elected to use the forward pricing method.

14C. Administrative errors are corrected as follow and are marked by a bar on the left side indicating a change:

<u>FROM:</u>	<u>TO:</u>	<u>PAGE NUMBER:</u>
100101	400101	P00003 Revised Pg 6 of 41, dtd 1 Oct 97
1002	4002	P00003 Revised Pg 6 of 41, dtd 1 Oct 97
\$1,103,015.19	\$1,103,095.95	P00003 Revised Pg 6 of 41, dtd 1 Oct 97

14D. A new Schedule B with applicable changes is incorporated in subject contract.

14E. Part I, Schedule B, P00003 Revised Page 3 of 41, dated 1 Oct 97 is deleted in its entirety and the attached revised replacement page 3 of 41, P00005 dated 10 Feb 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1003	Wage Determination	12	MO	\$222.32	\$12,667.84

Total Option Year One \$250,978.56

14F. Part I, Schedule B, Revised Page 4 of 41 is deleted in its entirety and the attached revised replacement page 4 of 41, P00005 dated 10 Feb 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2003	Wage Determination	12	MO	\$222.32	\$12,667.84

Total Option Year One \$245,902.08

14G. Part I, Schedule B, Revised Page 5 of 41 is deleted in its entirety and the attached revised replacement page 5 of 41, P00005 dated 10 Feb 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3003	Wage Determination	12	MO	\$222.32	\$12,667.84

Total Option Year Three \$245,902.08

14H. Part I, Schedule B, P00003, Revised Page 6 of 41, dated 1 Oct 97 is deleted in its entirety and the attached revised replacement page 6 of 41, P00005 dated 10 Feb 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4003	Wage Determination	12	MO	\$222.32	\$12,667.84

Total Option Year Four \$245,902.08

14I. The total price for the Basic Period and Option Year One through Option Year Four is changed from \$1,103,095.95 to read \$1,113,767.31.

14J. Release of Claims: In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the government from any liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this contract modification.

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FIRST OPTION YEAR - 1 OCT 1997 THROUGH 30 SEP 1998				
1001		12 MO	<u>\$20,592.56</u>	<u>\$ 247,110.72</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
100101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
1002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
1003				
	WAGE INCREASE (FY 98) IAW WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
		TOTAL OPTION YEAR ONE		<u>\$250,978.56</u>

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
SECOND OPTION YEAR - 1 OCT 1998 THROUGH 30 SEP 1999				
2001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
200101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
2002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
2003				
	WAGE INCREASE (FY 98) IAW WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
		TOTAL OPTION YEAR TWO		<u>\$245,902.08</u>

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
THIRD OPTION YEAR - 1 OCT 1999 THROUGH 30 SEP 2000				
3001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
300101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
3002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
3003				
	WAGE INCREASE (FY 98) WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
		TOTAL OPTION YEAR THREE		<u>\$245,902.08</u>

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION YEAR - 1 OCT 2000 THROUGH 30 SEP 2001				
4001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
400101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
4002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
4003				
	WAGE INCREASE (FY98) WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
	TOTAL OPTION YEAR ONE			<u>\$245,902.08</u>
TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR				<u>\$1,113,767.31</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 02
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 98MAR10	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) SEE SCHEDULE	
6. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX	CODE 76311-2746	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934		(x) 9A. AMENDMENT OF SOLICITATION NO. 9b. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4161297C0006 10B. DATED (See item 13) 97FEB25	
CODE FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.		NO CHG .00	
(x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.			
X 1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).			
1C. This supplemental agreement is entered in pursuant to authority of:			
1D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.			
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: BARNES, HAZELL L. PHONE: 9406761431 SEE SCHEDULE			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.			
NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHERYL M. BROWN	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA BY <i>Cheryl M. Brown</i> Signature of Contracting Officer	16C. DATE SIGNED 10 Mar 98
Nature of person authorized to sign)			

14A. The purpose of this modification is to correct administrative errors.

14B. Administrative errors are corrected as follows:

	FROM:	TO READ:
P00005 dtd 18 Feb 98, Para 14E	\$12,667.84	\$2,667.84
P00005 dtd 18 Feb 98, Para 14F	\$12,667.84	\$2,667.84
P00005 dtd 18 Feb 98, Para 14F	Total Option Year One	Total Option Year Two
P00005 dtd 18 Feb 98, Para 14G	\$12,667.84	\$2,667.84
P00005 dtd 18 Feb 98, Para 14H	\$12,667.84	\$2,667.84

14C. No other changes are expressed or implied.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

11. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. P00007	13. EFFECTIVE DATE 98JUL10	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY 82D CONTRACTING SQUADRON 36 K AVENUE STE 1 KEPPARD AFB TX	CODE 76311-2746	7. ADMINISTERED BY (If other than Item 6)	CODE

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934	(x) 9A. AMENDMENT OF SOLICITATION NO. 9b. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4161297C0006 10B. DATED (See item 13) 97FEB25
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
1. is extended, 1. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

5783400 308 6444 A11320 03 59232 660700

(F7305581839100)

AFO ID# 849

NET INC

2000.00

THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.

A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).
X C. This supplemental agreement is entered in pursuant to authority of: FAR 52.243-1 CHANGES FIXED-PRICE ALTERNATE I IAW 43.205(A)(2)
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor 1. is not, 1X is required to sign this document and return ALL copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: BARNES, HAZELL L.
PHONE: 9406761431

SEE SCHEDULE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lorie Strickland, President CONTRACTOR/OFFEROR <i>Lorie Strickland</i> (Signature of person authorized to sign)	15C. DATE SIGNED 20 Jul 98	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT W. TSCHUDI BY <i>Robert W. Tschudi</i> (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 24 Jul 98
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STANDARD FORM 30

14A. The purpose of this modification is to include additional funds on line item 1002 for overtime and to correct an administrative error.

14B. Remove Part I, Schedule B, P00005 Revised Page 3 of 41 and replace with the attached replacement Revised Page 3 of 41, P00007 dated 10 July 98.

14C. Remove Part I, Schedule B, P00005 Revised Page 6 of 41 and replace with the attached replacement Revised Page 6 of 41, P00007 dated 10 July 98.

14D. A vertical line at the left margin indicates changes.

14E. The total award amount on the Standard Form 1447 is made current by changing from \$370,984.59 to read \$372,984.59.

14F. Release of Claims: In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the government from any liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this contract modification.

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FIRST OPTION YEAR - 1 OCT 1997 THROUGH 30 SEP 1998				
1001		12 MO	<u>\$20,592.56</u>	<u>\$ 247,110.72</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
100101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
1002		NOT TO EXCEED		<u>\$3,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
1003				
	WAGE INCREASE (FY 98) IAW WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
	TOTAL OPTION YEAR ONE			<u>\$252,978.56</u>

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION YEAR - 1 OCT 2000 THROUGH 30 SEP 2001				
4001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
400101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
4002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
4003				
	WAGE INCREASE (FY98) WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
TOTAL OPTION YEAR FOUR				<u>\$245,902.08</u>
TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR				<u>\$1,115,767.31</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			11. CONTRACT ID CODE J	PAGE OF PAGES 1 82
12. AMENDMENT/MODIFICATION NO. P00008	13. EFFECTIVE DATE 98OCT01	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) SEE SCHEDULE		
ISSUED BY ID CONTRACTING SQUADRON 36 K AVENUE STE 1 SHEPPARD AFB TX	CODE 76311-2746	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934		(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4161297C0006 10B. DATED (See item 13) 97FEB25		
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
SUBJECT TO THE AVAILABILITY OF FUNDS				
NO CHG .00				
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.				
(X) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.				
1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).				
1C. This supplemental agreement is entered in pursuant to authority of:				
1D. Other (Specify type of modification and authority) X 1AW FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT				
E. IMPORTANT: Contractor (X) is not, [] is required to sign this document and return ____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: BARNES, HAZELL L. PHONE: 9406761431 SEE SCHEDULE				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TANDY S. WEAVER X ROBERT XXXXXXXXXX		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <i>Tandy S. Weaver</i> (Signature of Contracting Officer)	<i>98 Sep 1</i>	

P00008
Phoenix Management Services

1 Oct 98

F41612-97-C0006

A. Pursuant to Part II, Section I, Contract Clause I-195, FAR 52.217-9, entitled "Option to Extend the Term of the Contract," the Government elects to exercise its right of option to extend the contract for the period Option Year Two, 1 Oct 98 through 30 Sep 99.

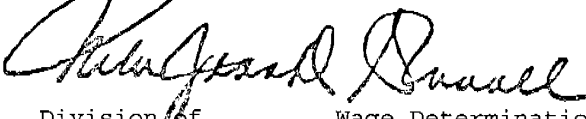
B. The total award amount on the Standard Form 1447 is made current by changing from \$378,061.07 to read \$623,963.15.

C. This increase is subject to Part II, Section I, Contract Clause I-404, FAR 52.232-18, entitled "Availability of Funds".

D. Wage Determination No. 94-2525 (Revision 9), dated 09/01/1997 is hereby deleted and replaced by the attached Wage Determination No. 98-0461 dated 08/17/1998.

E. In accordance with Part II, Section I, Contract Clause Number I-285, FAR 52.222-43, entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", the Contractor is required to notify the Contracting Officer of any increases or decreases to the cost of performance of this contract by reason of application of the wage determination cited in paragraph D above. Any increase or decrease shall be forwarded to the Contracting Officer within 30 days after receipt of this notice. The parties shall enter into negotiations for the purpose of making appropriate adjustments in contract price applicable to subject wage determination.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



Division of

Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 98-0461

Revision No.: 00

Date of Last Revision: 08/17/1998

State(s): Texas

Areas: Texas COUNTIES OF Wichita

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Employed on U.S. Air Force contract
for Airfield Management services
in the above LOCALITY:

Flight Data Assistant*

\$14.11

*FLIGHT DATA ASSISTANT

Works under the general supervision of the Assistant Airfield Manager who defines scope and areas of responsibility. The incumbent is expected to independently perform flight service assignments with little or no supervision. Work is reviewed for conformance and compliance with instructions. Guidelines consist of technical orders; AF, ATC and FAA Directives; local operating instructions; etc. Guidelines are sometime vague and require sound judgment in their interpretation/application.

Interviews aircrew members to obtain flight plan data. Reviews proposed flight plans for technical accuracy and compliance with DOD, FAA and ICAO directives. Discusses proposed flight plans with pilots and recommends changes as appropriate.

Schedules the workload to ensure that airfield inspections and base operations duties are accomplished on time. Initiates calls to Civil Engineering to ensure that airfield maintenance is being performed in a timely manner. Keeps a log and record of airfield maintenance needs and actions performed by all agencies concerned.

Operates FAA teletype service "B" transmitter equipment for input of IFR and VFR flight plans, and aircraft arrival and departure times; diversion messages, etc., to the appropriate Air Route Traffic Control Centers (ARTCC), Flight Service Stations, intermediate and destination bases. Receives all inbound IFR/VFR flight plans via teletype, provides flight following services for all aircraft transiting the airport.

Brief pilots on alternate airports and facilities, status and limitation of navigational aids, special use airspace, military training routes, noise abatement procedures, standard instrument and radar departures, Notice to Airmen (NOTAM), communications to ground movements, etc.

Check DD Forms 175 and 1801 for accuracy when received from aircrew members and processes the flight plan through the FAA Service "B" computer. The accuracy of the flight plan is crucial and the information from the DD Form 175 must be translated into language which is compatible to the Service "B" system.

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of

the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID (AO)		PAGE OF PAGES	
AMENDMENT/Modification NO.		13. EFFECTIVE DATE		14. REQUISITION PURCHASE REQ. NO. 15. PROJECT NO. (U)	
P00000		980CT01		SEE SCHEDULE	
16. IS AM BY		17. ADMINISTERED BY (If other than Item 5)		CODE	
120 CONTRACTING SQUADRON 135 K AVENUE STE 1 SHEPPARD AFB TX		76311-2746			

18. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and zip)		19. AMENDMENT OF SOLICITATION NO.	
PHOENIX MANAGEMENT INC			
12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934		20. DATE (See item 11)	
008723W			
		21. MODIFICATION OF CONTRACT/ORDER NO.	
		X F4161297C0006	
		22. DATED (See item 13)	
		97FEB25	

1. THIS FORM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

If the above numbered solicitation is amended as set forth in Item 14, the hour and date specified for receipt of offers shall be extended, if not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on a copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

17. DOWNGRADING AND REPRISAL DATA (If required)

5749400 309 6444 A11320 03 59232 660700 AFO 10 17

23. ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.		NET INC		245902.00	
24. MODIFIED THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.					
25. This change order is issued pursuant to: (Specify authority. The changes set forth in Item 14 are made in the contract order no in item 10A.					
26. The above numbered contract/order is modified to reflect the administrative changes (such as change in rating, price, description data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).					
27. This supplemental agreement is entered in pursuant to authority of:					
28. Other (Specify type of modification and authority)					

29. If the item Contractor (X) is not, () is required to sign this document and return ___ copies to the issuing office.

30. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where (see title))

FOC: BARNES, HAZELL L.
PHONE: 9406765182

SEE SCHEDULE

31. I, the undersigned, hereby certify that all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain in full force and effect.

32. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	33. DATE SIGNED	34. UNITED STATES OF AMERICA	35. DATE SIGNED
TANDY S. WEAVER			
36. SIGNATURE OF CONTRACTING OFFICER	37. SIGNATURE OF CONTRACTING OFFICER		

38. STANDARD FORM NO.

P00009
Phoenix Management Inc

1 Oct 98

F41612-97-C0006

A. Pursuant to FAR 52.232-18, Contract Clause I-404, entitled Availability of Funds, the following funds are hereby obligated:

5793400 309 6444 A11320 03 59232 660700 AFO ID 17
Total Option Year Three Amount of \$245,902.08
1 Oct 98 – 30 Sep 99

B. See attached Bid Schedule.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			11. CONTRACT ID CODE J		PAGE OF PAGES 1 03		
2. AMENDMENT/MODIFICATION NO. 000010		3. EFFECTIVE DATE 98NOV23		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
ISSUED BY D CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX		CODE 76311-2746		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) PHOENIX MANAGEMENT INC 12466 LOS INDIOS TRAIL STE 213 AUSTIN TX 78729-7934				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9b. DATED (See item 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO F4161297C0006	
						10B. DATED (See item 13) 97FEB25	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified							
12. ACCOUNTING AND APPROPRIATION DATA (If required) 93400 389 6444 A11320 59232 03 84744F 660700							
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.							
(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).							
X C. This supplemental agreement is entered in pursuant to authority of: FAR 52.222-43 FAIR LABOR STANDARDS ACT & SERVICE CONTRACT ACT							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not, is required to sign this document and return ALL copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: BARNES, HAZELL L. PHONE: 9406765102 SEE SCHEDULE							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, are unchanged and in full force and effect.							
NAME AND TITLE OF SIGNER (Type or print) ROSIE STRICKLAND PRESIDENT				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROSE MARIE FIDELIE			
15B. CONTRACTOR/OFFEROR <i>Rosie Strickland</i> (Signature of person authorized to sign)		15C. DATE SIGNED 30 NOV 98		16B. UNITED STATES OF AMERICA BY <i>Rose Marie Fidelie</i> (Signature of Contracting Officer)		16C. DATE SIGNED 10 DEC 98	

14A. The purpose of this modification is to adjust the contract price to reflect an increase in fringe benefits resulting from Wage Determination 98-0461 dated 08/17/1998.

14B. Pursuant to contract clause I-285, FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act-Price Adjustment" (Multiple Year and Option Contracts) the contractor has elected to use the forward pricing method.

14C. A vertical line at the left margin identifies effective changes.

14D. A new Schedule B with applicable changes is incorporated in subject contract.

14E. Part I, Schedule B, Revised Page 4 of 41, dated 18 Feb 98 is deleted in its entirety and the attached revised replacement page 4 of 41, P00010, dated 23 Nov 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2004	Wage Determination	12	MO	\$195.03	\$2,340.36

Total Option Year Two \$248,242.44

14F. Part I, Schedule B, Revised Page 5 of 41, dated 18 Feb 98 is deleted in its entirety and the attached revised replacement page 5 of 41, P00010, dated 23 Nov 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3004	Wage Determination	12	MO	\$195.03	\$2,340.36

Total Option Year Three \$248,242.44

14G. Part I, Schedule B, Revised Page 6 of 41, dated 10 Jul 98 is deleted in its entirety and the attached revised replacement page 6 of 41, P00010, dated 23 Nov 98 is substituted in lieu thereof. Replacement page consists of the following changes:

<u>Item</u>	<u>Supplies/Services</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4004	Wage Determination	12	MO	\$195.03	\$2,340.36

Total Option Year Four \$248,242.44

14H. The total price for the Basic Period and Option Year One through Option Year Four is changed from \$1,115,767.31 to read \$1,122,788.39.

14I. Release of Claims: In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the government from any liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this contract modification.

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
SECOND OPTION YEAR - 1 OCT 1998 THROUGH 30 SEP 1999				
2001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
200101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
2002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
2003				
	WAGE INCREASE (FY 98) IAW WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
2004	WAGE INCREASE (FY 99) IAW WAGE DETERMINATION 98-0461, DATED 08/17/1998			
		12 MO	<u>\$195.03</u>	<u>\$2,340.36</u>
	TOTAL OPTION YEAR TWO			<u>\$248,242.44</u>

**PART I, THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS**

ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
FOURTH OPTION YEAR - 1 OCT 2000 THROUGH 30 SEP 2001				
4001		12 MO	<u>\$20,169.52</u>	<u>\$ 242,034.24</u>
	AIRFIELD MANAGEMENT OPERATIONS SERVICES TO BE PERFORMED IAW PART I, SECTION C, AND TECHNICAL EXHIBITS FOR SHEPPARD AFB TX			
400101		12 MO	NOT SEPARATELY PRICED	
	FURNISH DATA REQUIREMENTS IN ACCORDANCE WITH PART I, SECTION C. TECHNICAL EXHIBIT 4			
4002		NOT TO EXCEED		<u>\$1,200.00</u>
	FURNISH OTHER REQUIRED SUPPORT IAW PART I, SECTION C, PARAGRAPH 1.6.2			
4003				
	WAGE INCREASE (FY98) WAGE DETERMINATION 94-2525 (REV 9) DATED 09/01/1997			
		12 MO	<u>\$222.32</u>	<u>\$2,667.84</u>
4004	WAGE INCREASE (FY 99) IAW WAGE DETERMINATION 98-0461, DATED 08/17/1998			
		12 MO	<u>\$195.03</u>	<u>\$2,340.36</u>
	TOTAL OPTION YEAR FOUR			<u>\$248,242.44</u>
	TOTAL PRICE, BASIC PERIOD, OPTION YEAR ONE OPTION YEAR TWO, OPTION YEAR THREE AND OPTION YEAR FOUR			<u>\$1,122,788.39</u>